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INTERSTATE COMMERCE COMMISSION

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AMENDMENT AGREEMENT dated as of March 1, 1975 between CHASE MANHATTAN SERVICE CORPORATION and BURLINGTON NORTHERN INC.

WHEREAS, the parties hereto are parties to a Lease of Railroad Equipment dated as of March 1, 1975 (the "Lease") and desire to amend the same as hereafter provided;

NOW, THEREFORE, in consideration of the premises, the parties hereto agree that:

A. § 1 of the Lease is amended by changing the parenthetical clause appearing in the first sentence of said § 1 to read "(each as defined in the Security Document)".

B. § 3 of the Lease is amended by changing the words "to and including the Closing Date" appearing in the first sentence of the first paragraph of said § 3 to read "from and including the Closing Date", by inserting the words "an amount equal to 60% of" immediately preceding the words "the Purchase Price (as defined in the Security Document)" appearing in said first sentence and by inserting the following as a new sentence at the end of the first paragraph of said § 3:

"In addition, the Lessee agrees to pay to the Lessor, if the Cut-Off Date occurs after February 15, 1976, as additional rental for each Unit subject to this Lease, an amount per day (computed on the basis of a 360-day year of twelve 30-day months) for the period from and including

February 15, 1976 to but not including the Cut-Off Date equal to .0278% of an amount equal to 40% of the Purchase Price of such Unit, payable on the Cut-Off Date".

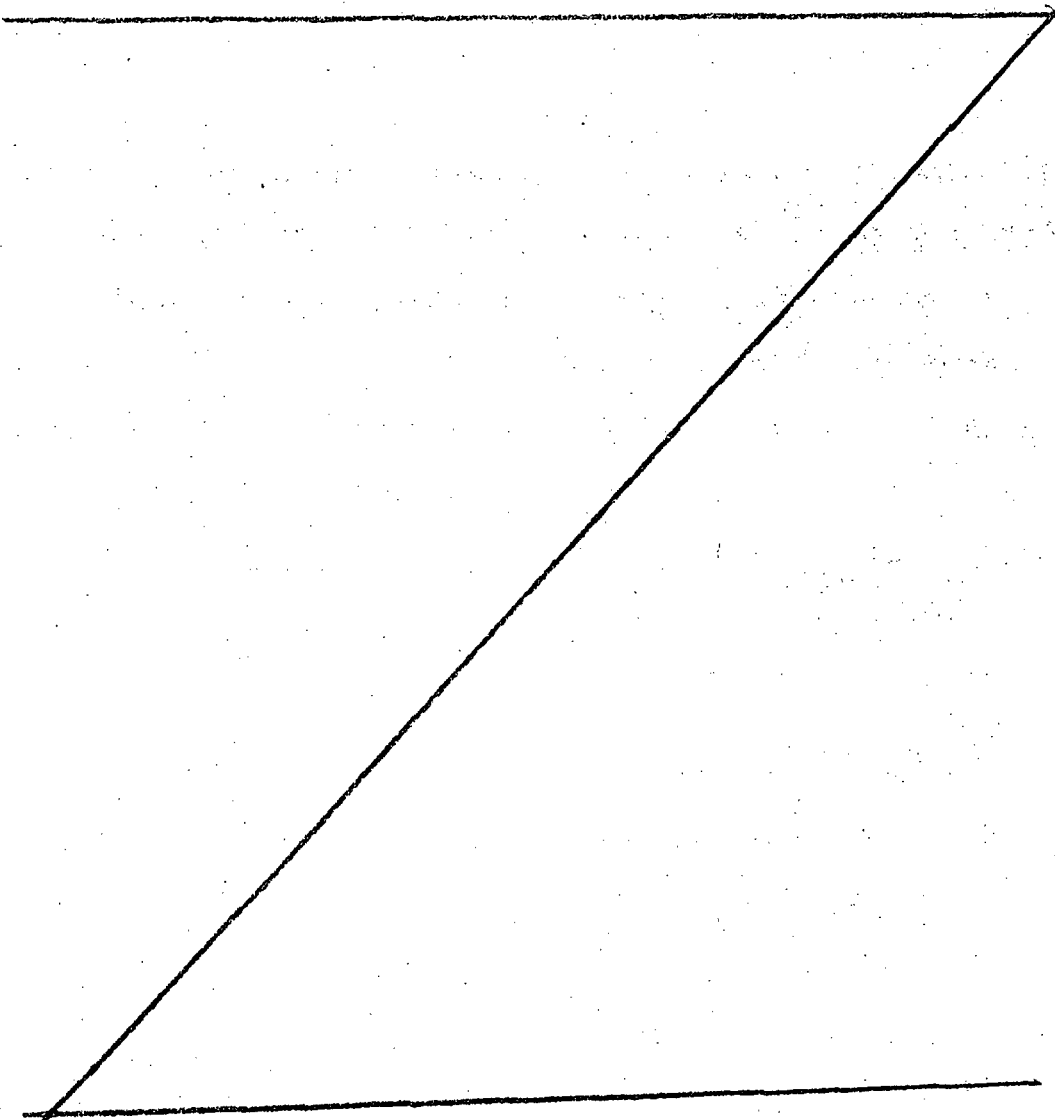
C. § 12 of the Lease is amended by inserting the following in lieu of the ~~second~~ sentence:

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"The Lessor will not during the term of this Lease sell, assign, transfer or otherwise dispose of its rights, if any, under this Lease (i) unless such sale, assignment, transfer or disposition is made expressly subject in all respects to the rights and remedies of the Vendor (including, without limitation, rights and remedies against the Lessor) and (ii) unless all the obligations of the Lessor under this Lease are assumed by The Chase Manhattan Corporation, a Delaware corporation, or any other corporation, all the shares of which (other than directors' qualifying shares) are owned directly or indirectly by The Chase Manhattan Corporation. From and after the date on which the assignment pursuant to Article 7 of the Security Document shall cease and terminate in accordance with Article 7 of the Security Document, this Lease shall be assignable in whole or in part by the Lessor without the consent of the Lessee, but the Lessee shall be under no obligation to any assignee of the Lessor except upon written notice of such assignment by the Lessor, and all of the rights of the Lessor hereunder shall inure to the benefit of any such assignee of the Lessor."

D. Each reference to the Lease in the Security Document, the Hulk Purchase Agreement, the Transfer Agreement and the Finance Agreement (as such terms are defined in the Lease) is amended to refer to the Lease as amended hereby.

Except as hereinabove amended, the Lease shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the law of the State of Minnesota. Although for convenience this Agreement is dated as of the date first set forth above, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the



acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by officers thereunto duly authorized, and their respective corporate seals to be affixed and duly attested, all as of the date first above written.

CHASE MANHATTAN SERVICE CORPORATION

By *Edward J. Bernay*
Its Vice President

[Corporate Seal]

ATTEST:

Frank S. Loring
Assistant Secretary
Assistant Treasurer

BURLINGTON NORTHERN INC.

By *Frank H. Coyne*
Executive Vice President

[Corporate Seal]

ATTEST:

John C. Winton
Secretary

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 4 day of March, 1975, before me personally appeared Edward P. Brennan, to me personally known, who, being by me duly sworn, says that he is a Vice President of Chase Manhattan Service Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

My commission expires:

Cornelia C. Terry
Notary Public
CORNELIA C. TERRY
NOTARY PUBLIC, State of New York
No. 52-4523733
Qualified in Suffolk County
Certificate Filed in New York County
Commission Expires March 30, 1976

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 11 day of March, 1975, before me personally appeared Frank H. Courne, to me personally known, who, being by me duly sworn, says that he is an Executive Vice President of Burlington Northern Inc., that one of

the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

My commission expires:

Cornelia C. Terry

Notary Public
CORNELIA C. TERRY
NOTARY PUBLIC, State of New York
No. 52-4523733
Qualified in Suffolk County
Certificate Filed in New York County
Commission Expires March 30, 1976